

GENERAL TERMS AND CONDITIONS

THIS CONTRACT, is entered into in duplicate originals between the COUNTY OF LEWIS, a municipal corporation located in the State of Washington, hereinafter "COUNTY", and "HOUSING RESOURCE CENTER OF LEWIS COUNTY", A Washington not for profit corporation, hereinafter "CONTRACTOR" for emergency shelter, transitional housing, relocation assistance and services including but not limited to case management.

WITNESSETH:

WHEREAS, the COUNTY requires certain services to be performed as hereinafter set forth requiring qualified and specialized skills, together with other supportive capabilities; and

WHEREAS, sufficient COUNTY resources are not available to provide such services; and

WHEREAS, the CONTRACTOR represents that it is qualified and possesses the necessary capabilities and sufficient skills, including technical and professional skills where required and has the necessary licenses and certifications to perform the services set forth in this Contract.

NOW, THEREFORE, in consideration of the terms, conditions, covenants and performance contained herein, the parties agree as follows:

I. DEFINITIONS

Terms used throughout this Contract shall have meanings as defined therein. The terms listed below, as used in this Contract, shall have the following meanings:

A. "BARS" shall mean the "Budgeting, Accounting, Reporting System for Counties and Cities and Other Local Governments", as now or hereafter amended, issued by the Office of the State Auditor, State of Washington, and the BARS Manual Supplements issued by the DEPARTMENT.

B. The "Contract" shall mean these General Terms and Conditions, and any other documents attached or incorporated by reference.

C. The "DEPARTMENT" shall mean the DEPARTMENT of Housing and Urban Development (HUD) and its employees and authorized agents.

D. "Federal financial assistance" shall mean assistance provided by a federal agency in the form of grants, contracts, loans, loan guarantees, property, cooperative agreements, interest subsidies, insurance, or direct appropriations, but does not include direct federal cash assistance to individuals.

E. "Non-expendable personal property" shall mean tangible personal property having a useful life of more than one (1) year and an acquisition cost of \$400 or more per unit.

F. "Personal property" shall mean property of any kind except real property.

G. "Real property" shall mean any interest in land.

H. "Shall," indicates that which is mandatory.

I. "Single Audit" shall mean an audit that will encompass the entity of the financial operations of a government or a department, agency, sub-recipient, or establishment, whichever is applicable, and shall determine and report whether:

1. The financial statements of the government, department, agency, sub-recipient or establishment present fairly its financial position and the results of its financial operations in accordance with generally accepted accounting principles; and,

2. The government, department, agency, sub-recipient or establishment has complied with laws and regulations that may have a material effect upon the financial statements; and,

3. The government, department, agency, sub-recipient, or establishment has internal control systems to provide reasonable assurance that it is managing federal financial assistance programs in compliance with applicable laws and regulations; and,

4. The government, department, agency, sub-recipient, or establishment has complied with laws and regulations that may have a material effect upon each major federal assistance program.

- a) In complying with the requirements of subparagraph 3. the independent auditor shall select and test a representative number of transactions from each major federal assistance program.

J. "Subcontract" shall mean a separate contract between the CONTRACTOR and subcontractor to perform all or a portion of the duties and obligations that the CONTRACTOR is obligated to perform pursuant to this Contract.

K. "Subcontractor" shall mean any person, partnership, corporation, association or organization, not in the employment of the COUNTY or the CONTRACTOR, who is performing all or part of the services under this Contract. The term "subcontractor(s)" mean subcontractor(s) in any tier.

L. "Sub-recipient" shall mean any person, government department, agency, or establishment that receives federal financial assistance through the State to carry out a program for which it is accountable through an agreement, contract, subcontract, or award.

M. The "Useful Life" of property shall mean useful service life as based on the U.S. DEPARTMENT of Treasury and Internal Revenue Service policies on depreciation for tax purposes, unless the COUNTY or CONTRACTOR can document, to the written satisfaction of the DEPARTMENT, some different period.

II. SERVICES

A. The CONTRACTOR shall perform such services and accomplish such tasks, including the furnishing of all necessary personnel, materials and equipment necessary for or incidental to the performance of the work identified as CONTRACTOR responsibilities throughout this Contract, in Exhibit "A", statement of work.

B. COUNTY – US Department of Housing and Urban Development, and any amendments thereto or its successor, is hereby incorporated in its entirety by reference into and made a part of this Contract as if fully set forth. Unless otherwise noted, the CONTRACTOR shall assume toward the COUNTY all obligations and responsibilities of whatsoever nature which the COUNTY has assumed toward the DEPARTMENT of HUD pursuant to COUNTY –HUD Contract, and any amendments thereto or its successor.

III. SERVICE REPORTING REQUIREMENTS

The CONTRACTOR shall submit reports to the COUNTY detailing the degree of accomplishment of the approved CONTRACTOR'S statement of work outlined in Exhibit "A". The format of and information in the report must be sufficient for the COUNTY to accurately determine the degree of the CONTRACTOR'S accomplishment of the statement of work. Each report shall be submitted no later than 10 days after the end of each reporting period as listed in Exhibit A.

IV. DURATION OF CONTRACT

The terms of this Contract and the performance of the CONTRACTOR shall commence on the 1st day of May 2016, and terminate on the 30th day of April 2017, unless this Contract is extended by written agreement of the parties, or terminated sooner as provided herein.

V. COMPENSATION

A. The COUNTY shall reimburse the CONTRACTOR for the services performed under this Contract, in an amount as set forth in Exhibit B, and payable in accordance with the terms and conditions outlined in The Specific Terms and Conditions, attached hereto and incorporated herein by this reference.

B. In the event that funding from state, federal, or other sources is withdrawn, reduced or limited in any way after the effective date of this Contract, and prior to the normal completion of this Contract, the COUNTY may reduce the level of funding of this Contract as to the funds withdrawn, reduced, or limited.

C. CONTRACTOR agrees that all payments made for services furnished under this contract shall be used for the sole benefit of the program.

VI. RECAPTURE PROVISIONS

In the event that the CONTRACTOR fails to comply with any of the terms and conditions of this Contract and that failure results in an overpayment, or CONTRACTOR fails to expend funds under this Contract in accordance with state and federal laws and/or provisions of this Contract, the COUNTY reserves the right to recapture funds in an amount equivalent to the overpayment or extent of the noncompliance. Such right of recapture shall exist for a period not to exceed three (3) years following Contract termination or contract completion. Repayment by the CONTRACTOR of funds under this recapture provision shall occur within 30 days of demand. If repayment is not made within the specified time frame, the COUNTY may secure payment, plus interest, if any, utilizing available remedies.

VII. INTERNAL CONTROL

The CONTRACTOR shall establish and maintain a system of internal controls to ensure the efficient and proper processing and use of Contract funds, including accounting practices and procedures, which accurately reflect all direct and indirect costs, related to performance of this contract.

VIII. RESPONSIBILITIES CONDUCTED IN ACCORDANCE WITH LAW, RULE & REGULATION

A. In performance of the duties under this Contract, the CONTRACTOR shall adhere to the policies contained in "BARS" fiscal policies.

B. The CONTRACTOR shall comply with all applicable local, state, and federal laws, rules, and regulations including, but not limited to, licensing standards and applicable accrediting or certification standards, and any other standards or criteria established by the COUNTY to assure quality of services. Verification of

said compliance shall be on-site and a copy provided to the COUNTY upon request.

IX. SUBCONTRACTING

A. All subcontracts must be in writing and related to fulfilling the work requirements listed in Exhibit "A". No subcontract terminates the legal responsibility of the CONTRACTOR to the COUNTY to assure all activities under this Contract are carried out. COUNTY reserves the right to inspect any subcontract document. Subcontracts shall comply with all applicable local, state and federal laws, rules and regulations.

1. The CONTRACTOR shall be responsible for the acts and omissions of any subcontractor.

B. The CONTRACTOR may enter into any subcontracts if the CONTRACTOR submits a written request to the COUNTY for approval no later than 30 days prior to the proposed start date of the subcontract. No subcontract shall be entered into until the CONTRACTOR receives written approval to the subcontract from COUNTY.

C. Subcontractors must abide by the requirements of Section 1128A(b) of the Social Security Act (SSA) prohibiting RSN'S and other providers from making payments directly or indirectly to physicians or other providers as an inducement to reduce or limit services provided to recipients.

D. Any subcontract entered into under the provisions of this Contract shall contain language substantially as provided in the following clauses of this Contract:

1. Responsibilities conducted in accordance with law, rule and regulation
2. Subcontracting
3. Eligibility determination
4. Records and reports
5. Single audit requirements
6. Treatment of client assets
7. Non-discrimination
8. Non-discrimination in client services
9. Hold harmless and indemnification
10. Providing data an authorizing facility inspection.

E. In any subcontract entered into under the provisions of this Contract in which the authority to determine service recipient eligibility is delegated to the subcontractor, such subcontract shall contain language substantially as provided in Sections X, XI and XII of this Contract.

F. If written approval is given by COUNTY to subcontract, the CONTRACTOR will check the "List of Parties Excluded from Federal Procurement and Non-procurement Programs", prior to entering into any subcontracts. If the CONTRACTOR is receiving federal funds under this Contract, and a subcontractor is found to be on this list, the CONTRACTOR shall not contract with the subcontractor. Contact COUNTY for information on the "List of Parties Excluded from Federal Procurement and Non Procurement Programs".

G. The CONTRACTOR shall not assign all or any portion of this Contract to a third party.

H. COUNTY is not responsible for payment of services furnished under a subcontract that does not conform to the terms of this section.

X. ELIGIBILITY DETERMINATION

The CONTRACTOR shall use established criteria to determine service recipient eligibility. All criteria shall be in full compliance with all applicable state, federal and COUNTY rules and regulations governing client or recipient eligibility.

As part of compliance with OMB Circular A-102 and Executive Order 12549, the CONTRACTOR certifies that neither it nor its principles are presently debarred or suspended or otherwise excluded from or ineligible for participation in this Contract or any Federal assistance programs. The CONTRACTOR further agrees that prior to subcontracting with any other parties in the use of federal funds, it will ascertain that the contracting party is not debarred or suspended or otherwise excluded from or ineligible for participation in any federal assistance programs.

If the CONTRACTOR is found to be debarred or suspended or otherwise excluded from or ineligible for participation in any federal assistance program at any time during the Contract period, termination of this Contract will result.

XI. SAFEGUARDING CLIENT INFORMATION

The use or disclosure by any party of any confidential information concerning a recipient or client for any purpose not connected with services, provided under this Contract, is prohibited except as provided by law.

The CONTRACTOR shall protect all information, records and data collected from unauthorized disclosure in accordance with 42 CFR 431.300 through 431.307, Revised Code of Washington (RCW) Chapters 70.02, 71.05 and 71.34; and, for service recipients receiving alcohol and drug abuse services, in accordance with 42 CFR Part 2. The CONTRACTOR shall assure reasonable safeguards with respect to equipment, procedures, and specially trained staff.

XII. FUTURE SUPPORT

COUNTY makes no commitment to future support and assumes no obligation for future support of the activity Contracted for herein, except as expressly set forth in this Contract.

XIII. RELATIONSHIP OF PARTIES

A. The parties intend that an independent CONTRACTOR relationship between the CONTRACTOR and COUNTY shall be created by this Contract. COUNTY is interested primarily in the results to be achieved. The implementation of services shall lie solely with the CONTRACTOR. No agent, employee, servant or representative of the CONTRACTOR shall be or deem to be or act or purport to act as an agent, employee, servant, or representative of COUNTY for any purpose, and the employees of the CONTRACTOR are not entitled to any of the Benefits COUNTY provides for COUNTY employees. The CONTRACTOR shall be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, representatives, subcontractor, or otherwise during the performance of this Contract.

B. In the performance of the services herein contemplated, the CONTRACTOR is an independent CONTRACTOR with the authority to control and direct the performance of the details of the work; however, the results of the work contemplated herein must meet the approval of the COUNTY and shall be subject to the COUNTY'S general rights of inspection and review to secure the satisfactory completion thereof.

C. In the event that any of the CONTRACTOR's agents, employees, servants, representatives, subcontractors, or otherwise, carry on activities or conduct themselves in any manner which may jeopardize the funding of this Contract, the CONTRACTOR shall be responsible for taking adequate measures to prevent said agents, employees, servants, representatives or subcontractors from performing or providing any of the services contained in this Contract.

D. Communications between the CONTRACTOR and the COUNTY shall be sent to the following individuals at the address set out below:

Danette York, Director
Lewis County Social Services
360 N.W. North St.
Chehalis, WA 98532

Executive Director
Housing Resource Center
PO Box 120
Centralia, WA 98531

XIV. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services provided directly or indirectly under this Contract shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

XV. RECORDS AND REPORTS

A. The CONTRACTOR shall maintain books, records, documents and other material relevant to this Contract that sufficiently and properly reflect all direct and indirect costs expended in the performance of the services described herein and the performance of all acts required by the Contract and applicable statutes, regulations and rules. The CONTRACTOR's records shall be subject to inspection, review or audit with the right to copy or transcribe CONTRACTOR's records pertinent to the Contract by COUNTY or COUNTY representatives and personnel duly authorized by the office of the State Auditor and federal officials authorized by law (e.g. DEPARTMENT of Housing, the Comptroller General or any of their duly authorized representatives). Records will enable identification of all Federal funds received and expended by Catalog of Federal Domestic Assistance Number, CFDA# 14.231, federal program, award number and year, name of federal, state and pass-through agency. The CONTRACTOR agrees to retain all records, reports and other documentation until all such litigation, claims and audits have been resolved. The Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

B. The COUNTY reserves the right to perform a fiscal review during the period of this Contract, and/or a closeout review at the completion of this Contract.

C. The COUNTY will include in their financial statements a schedule of expenditures of federal awards. ~~The schedule will include the name of the Federal agency, the pass-through entity, the CFDA#, any other identification number, the amount of expenditures for the program, identification of any major programs, and any notes that pertain to the significant accounting policies used to account for the federal programs.~~

D. The financial statements will also include a schedule of prior audit findings, along with any corrective action taken or any corrective action planned with the anticipated completion date.

XVI. SINGLE AUDIT REQUIREMENTS

A. The CONTRACTOR as a sub-recipient of federal financial assistance from the COUNTY will comply with the Single Audit Act of 1984, and the Single Audit Act Amendments of 1996.

1. The CONTRACTOR will provide the COUNTY with the program name, dollar amount and expenditure period of any other federal awards that coincide within the CONTRACTOR'S same fiscal year(s) as this Contract. If the total of these awards will result in Federal expenditures during the CONTRACTOR'S fiscal year, which are greater than \$300,000, the CONTRACTOR must obtain a Single Audit with the following requirements:

a) The audit will be conducted in accordance with GAGAS (Generally Accepted Government Auditing Standards).

b) The audit will be conducted in accordance with OMB Circular A-133 and the requirement of the Single Audit Act Amendments of 1996.

c) The audit will include an opinion of whether the financial statements are fairly presented in all material aspects with GAAP (Generally Accepted Accounting Principles).

d) The audit will include a review and testing of the CONTRACTOR'S internal control structure sufficient to plan the audit and perform tests to support a low assessed level of control risk for a major program.

e) The audit will include an opinion on testing to assure compliance with laws, regulations, and the provisions of this Contract that may have a direct effect on Federal programs, including costs charged to cost pools used to support an indirect cost rate or allocated through a cost allocation plan.

f) The audit will include a schedule of findings, and any questioned costs. The CONTRACTOR is responsible for the repayment of any questioned or disallowed costs. The CONTRACTOR will resolve all finds and questioned costs to the satisfaction of the COUNTY.

g) The audit will include follow-up procedures of prior audit findings.

2. The audit report will be submitted to the COUNTY along with any management letter associated with the report, within the time specified in OMB Circular A-133. *(Presently the time period requirement is nine (9) months after the fiscal year end).*

3. The CONTRACTOR will provide a Corrective Action Plan to the COUNTY for any finding, reportable conditions material weaknesses, or questioned costs mentioned in the audit report and/or management letter, within six (6) months after the issuance of the audit report.

4. The CONTRACTOR shall have the right to appeal any final audit determinations and/or recoupment decisions.

B. If the total of all federal awards expended is less than \$300,000 for the CONTRACTOR's fiscal year, the CONTRACTOR will not be required to obtain a Single Audit. The CONTRACTOR will allow the COUNTY, at their discretion, to perform a fiscal review of the financial records pertaining to this Contract.

XVII. CONFLICT OF INTEREST

The COUNTY may, by written notice to the CONTRACTOR, terminate this Contract if it is found that any of the following laws have been violated by any COUNTY official or CONTRACTOR agent or representative of the CONTRACTOR in obtaining or amending this Contract or the making of any determinations with respect to this Contract.

A. Misconduct of Public Officers, Chapter 42.20 RCW;

B. Code of Ethics for Municipal Officers-Contract Interests, Chapter 42.23 RCW.

The COUNTY and the DEPARTMENT shall not be liable for payment for services rendered pursuant to this Contract to the extent this Contract was entered into in violation of these laws.

The rights and remedies of the COUNTY or the DEPARTMENT provided for in this Section are in addition to any other rights and remedies provided by this Contract, or other rights and remedies provided by law.

XVIII. TREATMENT OF ASSETS

A. The CONTRACTOR shall take the following actions to secure the financial interests of the COUNTY in items purchased with federal funds awarded to local agencies:

1. The CONTRACTOR shall name the COUNTY as lien holder on certificates of title for motor vehicles. (RCW 46.12.095)

2. The CONTRACTOR shall, at the time of purchase only, file a UCC-1 Financing Statement identifying the COUNTY's interest in, and naming the COUNTY as secured party on, present and future purchased construction and materials inventory. Such personal property may include, but is not limited to, equipment, construction and weatherization materials valued in excess of \$500 purchased with funds under this contract. (RCW 62A.9.409) UCC-1 forms should be submitted to the Department of Licensing, UCC Division, Box 9660,

Olympia, Washington 98504. These forms are NOT to be filed annually, but at the time of purchase only.

3. Fixture purchases over \$500 shall be filed on UCC-2 forms with the local county Auditor's Office in the county where the real estate involved is located. (RCW 62A.9-313)

4. Copies of Certificates of Title and UCC forms for equipment and fixtures shall be submitted to the COUNTY with the Expenditure Report on which they are claimed. The UCC form securing the COUNTY's interest in materials inventory shall be submitted to the COUNTY at the time the first materials are purchased under this contract.

The CONTRACTOR shall maintain records, perform inventories, and maintain control systems to prevent loss, damage, or theft of equipment, materials, and supplies. CONTRACTOR shall keep property records in accordance with OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Nonprofit Agencies for all purchases funded by this Contract.

A Non-Expendable Equipment Inventory Report, for any non-expendable equipment purchased under this contract, shall be submitted to the COUNTY annually. The COUNTY's interest in equipment purchased under this contract and prior contracts from the same funding source is automatically transferred forward to the next contract year at the close of this contract period.

In the event of loss, destruction, or damage to any property purchased under this contract, the CONTRACTOR shall notify the COUNTY and shall take all reasonable steps to protect that property from further damage. Unless otherwise directed by the COUNTY, the CONTRACTOR shall surrender to the COUNTY all property purchased under this contract prior to settlement upon completion, termination, or cancellation of this contract.

All purchases of equipment with a useful life of more than one year and an acquisition cost of \$500 or more per unit and all purchases or rentals of data processing equipment, regardless of cost, require prior COUNTY approval.

B. Non-expendable personal property purchased or otherwise acquired by the CONTRACTOR under the terms of this Contract in which title is vested in the COUNTY or DEPARTMENT, shall not be rented, loaned or otherwise passed to any person, partnership, corporation, association or organization without the prior express written approval of the COUNTY or DEPARTMENT, or its authorized representative, and such property shall, unless otherwise provided herein or approved by the COUNTY or DEPARTMENT or its authorized representative, be used only for the performance of this Contract.

C. The CONTRACTOR shall be responsible for any loss or damage to property of the COUNTY or DEPARTMENT (including expenses entered thereunto) which results from negligence, willful misconduct, or lack of good faith on the part of the CONTRACTOR or which results from the failure on the part of the

CONTRACTOR to maintain and administer in accordance with sound management practices that property, and to insure that the property shall be returned to the COUNTY or DEPARTMENT in like condition to that in which it was furnished, purchased or acquired, fair wear and tear excepted.

XIX. TREATMENT OF CLIENT ASSETS

Except as otherwise provided by court order, the CONTRACTOR shall assure that any client for whom the CONTRACTOR is providing services under the Contract shall have unrestricted access to the client's personal property. The CONTRACTOR shall not interfere with the client's ownership, possession, or use of such property. Upon termination of the Contract, the CONTRACTOR shall immediately release to the client and/or the client's family, all the client's personal property.

XX. CHANGES AND MODIFICATIONS

If the agreement between the DEPARTMENT and the COUNTY is amended, or the COUNTY'S liabilities, obligations, or duties under the agreement are otherwise expanded, the COUNTY may unilaterally amend this contract to reflect such change. A unilateral amendment will be executed by COUNTY personnel authorized to bind the COUNTY. THE COUNTY will notify CONTRACTOR of any possible amendments to its agreement with DEPARTMENT and include CONTRACTOR in discussions with DEPARTMENT regarding amendments to that agreement. Amendments will be attached to this contract. The COUNTY may equitably adjust the budget listed in exhibit B at the request of CONTRACTOR. The COUNTY must receive a request for adjustment within thirty (30) days of CONTRACTOR'S receipt of an amendment.

XXI. NONDISCRIMINATION

During the performance of this Contract, the CONTRACTOR shall comply with all federal and state nondiscrimination laws and regulation. Further, the CONTRACTOR or its SUBCONTRACTOR'S, shall not discriminate against any person in the performance of any of its obligations hereunder on the basis of race, color, creed, religion, national origin, age, sex, marital status, veteran status including disabled veteran and Vietnam-Era Veteran status, sexual orientation or the presence of any disability unless such disability effectively prevents the performance of the essential functions required of the position.

XXII. NONDISCRIMINATION IN CLIENT SERVICES

A. The CONTRACTOR or its subcontractors shall not on the basis of race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status or the presence of any disability:

1. Deny any individual qualifying under the eligibility rules any services or other benefits provided under this Contract;
2. Provide any service(s) or other benefits to any individual qualifying under the eligibility rules, which are different, or are provided in a different manner from those provided to others under this Contract;
3. Subject any individual qualifying under the eligibility rules to segregation or separate treatment in any manner related to his or her receipt of any service(s) or other benefits provided under this Contract; or
4. Deny any individual qualifying under the eligibility rules an opportunity to participate in any program provided by this Contract through the provision of services or otherwise or afford an opportunity to do so which is different from that afforded others under this Contract.

B. The CONTRACTOR, in determining: (1) the types of services or other benefits to be provided; or (2) the class of individuals to whom, or the situation in which such services or other benefits will be provided; or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status, or the presence of any disability or have the effect of defeating or substantially impairing accomplishment of the objectives of this Contract in respect to the individuals having a particular race, color, sex, sexual orientation, religion, national origin, creed, marital status, age, veteran status, or the presence of any disability.

C. If subcontracting has been authorized, said subcontract shall include appropriate safeguards against discrimination in client services binding upon each subcontractor. The CONTRACTOR shall take such acts as may be required to ensure full compliance with the provisions of the Section, including sanctions for noncompliance.

XXIII. NONCOMPLIANCE WITH NONDISCRIMINATION SECTIONS

In the event of the CONTRACTOR's noncompliance or refusal to comply with the above nondiscrimination Sections, this Contract may be rescinded, canceled or terminated in whole or in part, and the CONTRACTOR may be declared ineligible for further contracts with the COUNTY. The CONTRACTOR shall, however, be given a reasonable time in which to correct this noncompliance.

XXIV. HOLD HARMLESS AND INDEMNIFICATION

A. All services to be rendered or performed under this Contract shall be performed or rendered entirely at the CONTRACTOR'S own risk and the CONTRACTOR expressly agrees to hold harmless, indemnify and defend LEWIS COUNTY and their elected and appointed officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments of any nature whatsoever, including, but not limited to, costs and attorneys' fees in defense thereof, for injury, sickness, disability or death to persons or damage to property or business, caused by or arising out of the performance of the services rendered under this contract by the CONTRACTOR, its employees, agents, subcontractors or anyone for whose acts any of them may be liable or any interest CONTRACTOR has in any property.

B. In any and all claims against LEWIS COUNTY, the DEPARTMENT, the State of Washington, and their elected or appointed officers, officials, employees and agents, by any employee of the CONTRACTOR, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this Section shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or subcontractor under Worker's Compensation Acts, Disability Benefit Acts, or other employee benefit acts, it being clearly agreed and understood by the parties hereto that the CONTRACTOR expressly waives any immunity the CONTRACTOR might have had under such laws. By executing the Contract, the CONTRACTOR acknowledges that the foregoing waiver has been mutually negotiated by the parties and that the provisions of the Section shall be incorporated, as relevant, into any contract the CONTRACTOR makes with any subcontractor or agent performing work hereunder.

C. The Contractor specifically agrees to hold harmless, indemnify and defend Lewis County and their elected and appointed officers, officials, employees and agents, from and against any and all claims, actions, suits, liability, loss, expenses, damages, and judgments arising from any express or implied rental agreement entered into by the Contractor or arising under RCW 59.18.

XXV. INSURANCE

A. Professional legal Liability: The CONTRACTOR, if a licensed professional, shall maintain Professional legal Liability or Professional Errors and Omissions coverage appropriate to the CONTRACTOR's profession and shall be written subject to limits of not less than \$1, 000,000 per loss.

1. The coverage shall apply to liability for a professional error, act or omission arising out of the scope of the CONTRACTOR's services defined in this Contract. Coverage shall not exclude bodily injury or property damage. Coverage shall not exclude hazards related to the work rendered as part of the contract or within the scope of the CONTRACTOR's services as defined by this Contract including testing, monitoring, measuring operations, or laboratory analysis where such services are rendered as part of the Contract.

B. Workers' Compensation and Employer's Liability: The CONTRACTOR shall maintain workers' compensation insurance as required by RCW 61, and shall provide evidence of coverage to the Lewis COUNTY Risk Management Division. If this Contract is over \$50,000, then the CONTRACTOR shall also maintain Employees Liability Coverage with a limit of not less than \$1 million.

C. Commercial General Liability: If the CONTRACTOR has contact with the public arising out of the scope of the CONTRACTOR's services defined in this Contract, the CONTRACTOR shall maintain Commercial General Liability Coverage for bodily injury, personal injury and property damage, subject to limits of not less than \$1,000,000 per loss. The general aggregate limit shall apply separately to this Contract and be no less than \$2,000,000.

1. The CONTRACTOR will provide Commercial General Liability coverage that does not exclude any activity to be performed in fulfillment of this Contract. Specialized forms specific to the industry of the CONTRACTOR will be deemed equivalent, provided coverage is no more restrictive than would be provided under a standard Commercial General Liability policy, including contractual liability coverage.

D. Automobile Liability: The CONTRACTOR shall maintain automobile liability insurance as follows:

X The CONTRACTOR shall maintain Business Automobile Liability Insurance with a limit of not less than \$1,000,000 each accident combined Bodily Injury and Property Damages. Coverage shall include owned, hired and non-owned automobiles.

E. Other Insurance Provisions:

1. The CONTRACTOR's liability insurance provisions shall be primary with respect to any insurance or self-insurance programs covering the COUNTY, its elected and appointed officers, officials, employees and agents.

2. Where such coverage is required, the CONTRACTOR's Commercial General Liability insurance and Automobile Liability insurance shall

include the COUNTY, its officers, officials, employees and agents with respect to performance of services.

3. Where such coverage is required, the CONTRACTOR's Commercial General Liability insurance and Automobile Liability insurance shall contain no special limitations on the scope of protection afforded to the COUNTY as additional insured.

4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the COUNTY, its officers, officials, employees or agents.

5. The CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

6. The CONTRACTOR shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein.

7. The insurance limits mandated for any insurance coverage, required by this Contract, are not intended to be an indication of exposure nor are they limitations on indemnification.

8. The CONTRACTOR shall maintain all required policies in force from the time services commence until services are completed. Certificates, policies, and endorsements expiring before completion of services shall be promptly replaced. If the CONTRACTOR's liability coverage is written as a claim made policy, then the CONTRACTOR must evidence the purchase of an extended reporting period or "tail" coverage for a three (3) year period after project completion.

F. Verification of Coverage and Acceptability of Insurers: The CONTRACTOR shall place insurance with insurers licensed to do business in the State of Washington and having A.M. best Company ratings of no less than A: 7 with the exception that excess and umbrella coverage used to meet the requirements for limits of liability or gaps in coverage need not be placed with insurers or re-insurers licensed in the State of Washington.

1. The CONTRACTOR shall furnish the COUNTY with properly executed Certificates of Insurance or a signed policy endorsement, which shall clearly evidence all insurance required in this Section prior to

commencement of services. The certificate will, at a minimum, list limits of liability and coverage. The certificate will provide that the underlying insurance contract will not be canceled, allowed to expire, or be materially reduced in coverage except on 30 days prior written notice to the COUNTY. Any certificate or endorsement limiting or negating the insurer's obligation to notify the COUNTY of cancellation or changes shall be altered so as not to negate the intent of this provision. (e.g. The words "endeavor to" and "but failure to mails such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" shall be stricken from the standard ACORD form.)

2. The CONTRACTOR shall furnish the COUNTY with evidence that the additional insured provision required above has been met. Acceptable form of evidence is the endorsement page(s) of the policy showing the COUNTY as an additional insured.

3. Written notice of cancellation or change shall be mailed to the COUNTY at the following address:

Danette York Director
Lewis County Public Health & Social Services
360 N.W. North St.
Chehalis, WA 98532

4. The CONTRACTOR or its broker shall provide a copy of any and all insurance policies specified in this Contract upon request of the Lewis County Risk Management Division.

XXVI.PROVIDING DATA AND AUTHORIZING FACILITY INSPECTION

The CONTRACTOR agrees to provide to the COUNTY or DEPARTMENT, on request, such program and fiscal data, as the COUNTY or DEPARTMENT reasonably requires. The COUNTY and the DEPARTMENT may evaluate both the CONTRACTOR and subcontractors through inspection or other means, the quality, appropriateness and timeliness of service performed under this Contract to determine whether the CONTRACTOR and its subcontractors are providing services to enrolled recipients in accordance with the requirements set forth in applicable federal regulations and set by the DEPARTMENT as existing or hereafter amended.

1. HRC shall assist Lewis County to fulfill all obligations of the County under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington).

a. HRC recognizes that under that Act, the County has a duty to provide third parties with access to all documents (defined broadly), "containing information relating

to the conduct of government,” and that this obligation extends to documents in the sole possession of HRC used by it and/or by the County for purposes relating to this Agreement.

b. In the event that Lewis County notifies HRC that it has received a demand for one or more documents which the County is has not been able to locate in its files, and that the County is obliged to release those documents pursuant to the Public Records Act, then, if those documents (or any of them) are in the possession of HRC, it shall provide copies of those documents to Lewis County within five business days; or, within five business days, HRC shall notify the County of when, acting with all reasonable haste, it will be able to provide the County with copies of those documents. HRC then shall actually provide copies of those documents to the County by such date.

c. In the event that HRC fails to fulfill its obligations pursuant to this section, and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon Lewis County for violation of the Public Records Act, HRC shall indemnify Lewis County for that penalty, as well as for all costs and attorney fees incurred by the County in the litigation giving rise to such penalty.

d. The obligations created by this section shall survive the termination of this Agreement.

XXVII. COMPLIANCE WITH CONTRACT TERMS

A. Failure to comply with any of the provisions stated herein shall constitute material breach of this Contract and grounds for termination.

B. Both parties recognize that time is of the essence in the performance of the provisions of this Contract.

XXVIII. COMPLIANCE REVIEW PROCESS

A. The COUNTY may either terminate this Contract as provided in Section XXX or apply the compliance review process set forth in this Section.

B. The processes for compliance review contained in this Section shall only apply where the issues under review:

- Do not present a clear and imminent danger to the health and well-being of service recipients under this Contract;
- Present a clear violation of applicable state and federal laws or regulations and the review finds that the violation is of imminent concern and requires immediate corrective action;

- Present a clear violation of deadlines specified in this Contract; or
- Present an imminent loss of federal financial participation for payments under this Contract.

C. Nothing in this Section shall preclude audits or actions based on audit findings by the COUNTY, state or federal government.

D. Compliance Review Process

1. If the COUNTY finds indications of potential noncompliance with any of the terms or conditions of this Contract, including the services specified in Exhibit "A", the COUNTY will notify the CONTRACTOR in writing that the compliance review process has begun.

The COUNTY will offer technical assistance to develop and implement a quality improvement plan, offering any specific feedback necessary for making corrections.

The CONTRACTOR will have 30 calendar days in which to achieve compliance from the date the compliance review process begins.

2. At the end of the 30-day time frame, the COUNTY will re-evaluate for compliance.

a) If compliance has been achieved, the CONTRACTOR will be notified in writing that they are in compliance; or

b) If compliance has not been achieved but a good faith effort is evidenced, the CONTRACTOR and COUNTY may negotiate an alternative plan and/or time line; or

c) If compliance has not been achieved and there is no evidence of a good faith effort, the COUNTY will notify the CONTRACTOR in writing that they must be in compliance within the next 20 calendar days or by the end of the next billing cycle, whichever is longer. At this time the COUNTY may withhold the processing of any invoices submitted for payment until compliance is achieved.

3. At the end of the 20-day time frame, the COUNTY will re-evaluate for compliance.

a) If compliance has been achieved, the CONTRACTOR will be notified in writing that they are in compliance. At this time, all

properly submitted invoices will be processed in accordance with Contract terms.

b) If noncompliance continues and the CONTRACTOR shows intent to obtain compliance, the COUNTY may negotiate an alternative plan and/or time line. The COUNTY will continue to withhold the processing of any invoices submitted for payment until compliance is achieved.

c) If the CONTRACTOR has not corrected the noncompliance issue and shown no intent to do so, the COUNTY may terminate the Contract.

E. In the event the CONTRACTOR fails to comply with any of the terms and conditions of this Contract and that failure results in a Contract overpayment, the CONTRACTOR will have 30 calendar days from the date of notification of overpayment to make repayment to the COUNTY. If repayment is not made within the specified time frame, the COUNTY may secure repayment, plus interest and reasonable legal costs, if any, utilizing available remedies.

XXIX. DISPUTES

Any dispute relating to the quality or acceptability of performance and/or compensation due the CONTRACTOR shall be decided by the COUNTY. All rulings, orders, instructions and decisions of the COUNTY shall be final and conclusive.

XXX. TERMINATION

A. Except as otherwise provided in this Contract, COUNTY may terminate this contract upon thirty (30) days written notice if the DEPARTMENT terminates its agreement with the COUNTY for any reason, or if the COUNTY'S liabilities, obligations, or duties under the agreement are expanded due to statutory change.

B. Each party shall be responsible only for its performance in accordance with the terms of this Contract rendered prior to the effective date of termination. The CONTRACTOR shall assist in the orderly transfer/transition of the service recipients served under this Contract. The CONTRACTOR shall promptly supply all information necessary for the reimbursement of any outstanding Medicaid claims.

1. The CONTRACTOR shall cease to perform any service required by the Contract as of the effective date of termination and shall comply with all of the instructions contained in the notice of termination.

2. The COUNTY shall be responsible only for payment in accordance with the terms of this Contract for authorized services rendered through the date of termination or expiration.

C. If the CONTRACTOR fails to comply with the terms and conditions of this Contract, the COUNTY may pursue such remedies as are legally available, including, but not limited to, termination of this Contract in the manner specified herein.

1. Termination for Default - The COUNTY may terminate this Contract for default, in whole or in part, by written notice to the CONTRACTOR if the COUNTY has a reasonable basis to believe that the CONTRACTOR has:

- a) Failed to comply with the provisions of this Contract;
- b) Failed to take satisfactory action as directed by the COUNTY or its authorized representative within the time specified by the same;
- c) Failed to ensure the health or safety of any client for whom services are being provided under this Contract;
- d) Failed to satisfactorily substantiate its compliance with the terms and conditions of this Contract within the time specified by the COUNTY or its authorized representative;
- e) Violated any law, regulation, rule or ordinance; and/or

If this Contract is terminated for default, the COUNTY may withhold a sum from the final payment to the CONTRACTOR that the COUNTY determines necessary to protect the COUNTY against loss or additional liability.

2. Termination For Other Grounds - This Contract may also be terminated in whole or in part as follows:

Termination for Lack of Funding - If after the effective date of this Contract funding from state, federal, or other sources is withdrawn, reduced or limited in any way, or if additional or modified conditions are placed on such funding, and prior to the normal completion of this Contract, the COUNTY may unilaterally terminate this Contract as to the funds withdrawn, reduced, or limited, notwithstanding and other termination provision of this Contract. If the level of funding

withdrawn, reduced, or limited, is so great that the COUNTY deems that the continuation of the program covered by this Contract is no longer in the best interests of the COUNTY, the COUNTY may summarily terminate this Contract in whole, notwithstanding any other termination provisions of this Contract. Termination under this paragraph shall be effective upon the date specified in the written notice of termination sent by the COUNTY to the CONTRACTOR. After the effective date, no charges incurred under this Contract are allowable. The COUNTY agrees to notify the CONTRACTOR promptly of any proposed reduction in funding of which the COUNTY is notified. The CONTRACTOR agrees that upon receipt of such notice from the COUNTY, it shall take appropriate and reasonable action to reduce its spending in the affected funding areas so that expenditures do not exceed the funding level which would result if said proposed reduction became effective.

D. Closeout - In the event that this Contract expires or is terminated in whole or in part for any reason, the following provisions shall apply:

1. Upon written request by CONTRACTOR, the COUNTY shall make or arrange for payment to the CONTRACTOR or allowable reimbursable costs not covered by previous payments; and
2. The CONTRACTOR shall immediately refund to the COUNTY any unencumbered balance of the funds paid for the amount budgeted, but unspent for the service(s) terminated; and
3. The CONTRACTOR shall submit, within 30 days after the date of expiration or termination of this Contract, all financial, performance and other reports required by this Contract; and
4. In the event a financial audit has been performed prior to closeout of this Contract, the COUNTY retains the right to withhold a just and reasonable sum from the final payment to the CONTRACTOR after fully considering the recommendations on disallowed costs resulting from the final review.

XXXI. TERMINATION FOR DEFAULT AS DETERMINED BY THE DEPARTMENT

In the event that the COUNTY contract with the DEPARTMENT is terminated in whole or in part due to the CONTRACTOR's substantial breach of its duties as defined in this Contract, the CONTRACTOR shall be liable for any changes the COUNTY incurs from the State to procure similar services.

XXXII. PUBLIC RECORDS ACT:

Grantee shall assist Lewis County to fulfill all obligations of the County under the Washington Public Records Act (chapter 42.56 of the Revised Code of Washington).

- a. Grantee recognizes that under that Act, the County has a duty to provide third parties with access to all documents (defined broadly), "containing information relating to the conduct of government," and that this obligation extends to documents in the sole possession of Grantee used by it and/or by the County for purposes relating to this Agreement.
- b. In the event that Lewis County notifies Grantee that it has received a demand for one or more documents which the County has not been able to locate in its files, and that the County is obliged to release those documents pursuant to the Public Records Act, then, if those documents (or any of them) are in the possession of Grantee, it shall provide copies of those documents to Lewis County within five business days; or, within five business days, Grantee shall notify the County of when, acting with all reasonable haste, it will be able to provide the County with copies of those documents. Grantee then shall actually provide copies of those documents to the County by such date.
- c. In the event that Grantee fails to fulfill its obligations pursuant to this section, and due in whole or in part to such failure a court of competent jurisdiction imposes a penalty upon Lewis County for violation of the Public Records Act, Grantee shall indemnify Lewis County for that penalty, as well as for all costs and attorney fees incurred by the County in the litigation giving rise to such penalty.
- d. The obligations created by this section shall survive the termination of this Agreement.

XXXIII. CHOICE OF LAW, JURISDICTION AND VENUE

A. This Contract has been and shall be construed as having been made and delivered within the State of Washington and it is agreed by each party hereto that the Contract shall be governed by laws of the State of Washington, both as to interpretation and performance.

B. Any action of law, suit in equity, or judicial proceeding arising out of this Contract shall be instituted and maintained only in any of the courts of competent jurisdiction in Lewis COUNTY, Washington.

XXXIV. SEVERABILITY

A. If a court of competent jurisdiction holds any part, term, or provision of this Contract to be illegal, or invalid in whole or part, the validity of the remaining provisions shall not be affected, and the parties' rights and obligations shall be

construed and enforced as if the Contract did not contain the particular provision held to be invalid.

B. If it should appear that any provision of the Contract is in conflict with any statutory provision of the State of Washington, or federal statutes or regulations, said provision which may conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such statutory or regulatory provision. Such modification will be effective on the effective date of the statutes or regulations necessitating it, and will be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

C. If it should appear that any provision of the Contract is in conflict with any provision of COUNTY – DEPARTMENT (HUD) Contract, or its successor, said provision which shall conflict therewith shall be deemed inoperative and null and void insofar as it may be in conflict therewith, and shall be deemed modified to conform to such DEPARTMENT contractual provisions.

D. Should the COUNTY determine that the severed portions substantially alter this Contract so that the original intent and purpose of the Contract no longer exists, the COUNTY may, in its sole discretion, terminate this Contract.

XXXV. OWNERSHIP OF MATERIAL

Material created by the CONTRACTOR and paid for by COUNTY as a part of this Contract shall be owned by the COUNTY and shall be "works for hire" as defined by the U.S. Copyright Act of 1976. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material that the CONTRACTOR uses to perform this Contract but which is not created for or paid for by the COUNTY is owned by the CONTRACTOR, however, the COUNTY and the DEPARTMENT shall have a perpetual license to use this material for the internal purposes of the COUNTY and the DEPARTMENT at no charge to the COUNTY and the DEPARTMENT.

XXXVI. HEADINGS

The headings used in this Contract are for reference and convenience only, and in no way define, limit, or decide the scope or intent of any provisions or Sections of this Contract.

XXXVII. NON-WAIVER OF RIGHTS

The parties agree that the excuse or forgiveness of performance or waiver of any provision of this Contract does not constitute a waiver of such provision(s) or future

performance, or prejudice the right of the waiving party to enforce any of the provisions of this Contract at a later time.

XXXVIII. SURVIVABILITY

The terms and conditions contained in the Contract that by their sense and context are intended to survive the expiration of the Contract shall so survive. Surviving terms include, but are not limited to: Recapture Provisions, Safeguarding Client Information, Records and Reports, Single Audit Requirements, Treatment of Assets, Hold Harmless and Indemnification, Providing Data and Authorizing Facility Inspection, Compliance Review, Disputes, Termination Procedure, and Termination for Default.

This space intentionally left blank.

This Contract, consisting of 37 pages, including all Exhibits A, B, C and D, is executed by the persons signing below who warrant that they have the authority to execute this Contract.

The parties have caused this Contract to be executed in duplicate originals this _____ day of _____, _____.

CONTRACTOR

LEWIS COUNTY

Authorized Representative

Authorized Signature

Executive Director
(Title)

Authorized Signer (Please Print Name)

Ruth Gutierrez
(Address) name

P.O. Box 120 Centralia, WA 98531
(Address)

APPROVED AS TO FORM:

By: _____

Deputy Prosecuting Attorney

SPECIFIC TERMS AND CONDITIONS

Lewis County Transitional Housing Program Contract

Note: See GENERAL TERMS AND CONDITIONS for additional terms that apply to all contracts administered by Lewis County.

SECTION 1. INTRODUCTION

This contract is made under the provisions of the HEARTH Act in accordance with 24 CFR 578.105(b) which authorizes funds for the Supportive Housing Program (SHP). These funds are administered by the U. S. Department of Housing and Urban Development (HUD).

SECTION 2. PERIOD OF OBLIGATIONS

The contract period during which funding is provided is: May 1, 2014 through April 30, 2015

SECTION 3. SCOPE OF SERVICES

The contractor shall expend funds and otherwise perform under this contract as described in its scope of work, with amendments, if any, and in Attachment A — Scope of Work and Attachment B— Budget, which by reference are incorporated into this contract as though set forth fully herein.

SECTION 4. ALLOWABLE COSTS

Allowable use of SHP funds shall include the following, if provided for in the approved grant application of the contractor.

Rental Assistance: Rental assistance may be short term, up to 3 months; medium term 3 to 24 months. Grant funds may be used for security deposit not to exceed 2 months rent. An advance payment of last months rent may be paid to the landlord in addition to security deposit and 1st months rent. Costs to rent a structure or structures, or portions thereof, used to provide supportive housing. Where grants are used to pay rent for all or part of structures, the rent paid must be reasonable in relation to rents being charged in the area for comparable space. In addition, the rent paid may not exceed rent currently charged by the same owner for comparable space. Where grants are used to pay rent for individual housing units, the rent paid must be reasonable in relation to rents being charged for comparable units, taking into account the location, size, type, quality, amenities, facilities, and management services. In addition, the rents may not exceed rents currently being charged by the same owner for comparable unassisted units, and the portion of rents paid with grant funds may not exceed HUD-determined fair market rents. Grant funds, in an amount up to one month's rent, may be used to pay the non-recipient landlord for any damages to units by homeless participants. This agreement does not obligate the County to pay rental costs after the period of the agreement.

Supportive Services Costs: Costs associated with providing supportive services including salaries paid to providers. The contractor must demonstrate that it has met its share of the costs for that year.

Administration: Administrative costs include the costs associated with accounting for the use of grant funds, preparing reports for submission to HUD, obtaining program audits, and similar costs related to administering the grant after the award. This does not include the costs of carrying out eligible activities under sections 583.105 through 583.125 of 24 CFR Part 583.

SECTION 5. PERFORMANCE STANDARDS

The contractor shall perform the services defined in the contract, with amendments, if any. Furthermore, the contractor shall comply with the procedures and guidelines and other policies issued by the Housing Division, the SHP 24 CFR Part 583 regulations and other applicable federal and state regulations.

SECTION 6. LIMITATIONS ON USE OF ASSISTANCE

Maintenance of effort. No assistance provided under this contract (or any state or local government funds used to supplement this contract) may be used to replace state or local funds previously used, or designated for use, to assist homeless persons. I

Primarily religious organizations. In order to receive any assistance under this contract, a contractor that is a primarily religious organization must comply with section 583.150 (b) of the SHP 24 CFR Part 583 regulations.

Participant control of site. Where a contractor does not propose to have control of a site or sites but rather proposes to assist a homeless family or individual in obtaining a lease, which may include assistance with rent payments and receiving supportive services after which time the family or individual remains in the same housing without further assistance under this contract, that contractor may not request assistance for acquisition, rehabilitation, or new construction

SECTION 7. DOCUMENTS INCORPORATED BY REFERENCE

In performing the services under this contract, the contractor shall comply, where applicable, with all laws, ordinances, codes, regulations, and policies of local, state, and federal governments, including, but not limited to, the following documents incorporated by reference.

The General Terms and Conditions

Exhibit A. Scope of Work

Exhibit B. Budget

Washington State Consolidated Plan

Washington State Ten Year Plan to End Homelessness

HUD's SHP Desk Guide

SECTION 8. PROGRAM REQUIREMENTS

1. State and local requirements. The contractor must provide housing or services that are in compliance with all applicable state and local housing codes, licensing requirements, and any other requirement in the jurisdiction in which the project is located regarding the condition of the structure and the operation of the housing or services.
2. Habitability standards. Except for variations as are proposed by the contractor and approved by the County and HUD, supportive housing must meet the habitability standards as specified in section 583.300 of 24 CFR
3. Assessment of supportive services. Ongoing assessments must be conducted of the supportive services required by the residents of the project and the availability of such services, and adjustments made as appropriate.
4. Residential supervision. Residential supervision, as necessary to facilitate the adequate provision of supportive services to the residents of the housing, must be provided throughout the term of the commitment to operate supportive housing.

5. Participation of homeless. At least one homeless person or formerly homeless person must be consulted or otherwise participate on the board of directors or an equivalent policymaking entity of the contractor, to the extent that such entity considers and makes policies and decisions regarding any project or supportive services provided under this contract. A waiver of this provision may be approved in writing by the County and HUD. Additionally, to the maximum extent practicable, each project must involve homeless individuals and families through employment, volunteer services, or otherwise, in constructing, rehabilitating, maintaining and operating the project and in providing supportive services for the project.
6. Confidentiality. Each contractor that provides family violence prevention or treatment services must develop and implement procedures to ensure: The confidentiality of records pertaining to any individual provided services; and that the address or location of any project assisted will not be made public, except with written authorization of the person or persons responsible for the operation of the project.
7. Termination of housing assistance. Assistance may be terminated to a participant who violates program requirements. Assistance may be resumed to a participant whose assistance was previously terminated. In terminating assistance, the contractor must provide a formal process that, at a minimum, must consist of: (1) Written notice to the participant containing a clear statement of the reasons for termination; (2) A review of the decision, in which the participant is given the opportunity to present written or oral objections before a person other than the person (or a subordinate of that person) who made or approved the termination decision; and (3) Prompt written notice of the final decision to the participant.
8. Limitation of stay in transitional housing. A homeless individual or family may remain in transitional housing for a period longer than 24 months, if permanent housing has not been located or if the client requires additional time to prepare for independent living. However, HUD may discontinue assistance for a transitional housing project if more than half of the clients remain in the project longer than 24 months.
9. Annual assurances. Contractors who receive assistance only for leasing, operating costs or supportive service costs must provide an annual assurance for each year such assistance is received that the project will be operated for the purpose specified in the application.
10. SECTION 9. RESIDENT RENT.
11. Each resident of supportive housing may be required to pay as rent an amount determined by the contractor which may not exceed the highest of:
 - (a) 30 percent of the family's monthly adjusted income (adjustment factors include the number of people in the family, age of family members, medical expenses, and child care expenses);
 - (b) 10 percent of the family's monthly income; or
 - (c) if the family is receiving payments for welfare assistance from a public agency and a part of the payments, adjusted in accordance with the family's actual housing costs, is specifically designated by the agency to meet the family's housing costs, the portion of the payments that is designated.

Resident rent may be used in the operation of the project or may be reserved, in whole or in part, to assist residents of transitional housing to move to permanent housing. In addition to resident rent, contractors may charge residents reasonable fees for services not paid with grant funds.

SECTION 10. BUDGET REVISIONS

The approved budget is included as Exhibit B- Budget All requests for budget revisions must be submitted to, and approved in writing, by the County. Contractor shall provide \$2700.00 in matching funds collect client fees at a rate not to exceed 30% of the clients' income.

SECTION 11. FINANCIAL MANAGEMENT SYSTEMS

The contractor shall maintain copies of all reimbursement requests for services provided with funds under this contract. The contractor shall maintain records which disclose all costs allowable for reimbursement.

See also General Terms and Conditions, Financial Management Systems, Records Retention.

SECTION 12. BASIS FOR PAYMENT AND BILLING PROCEDURE

Payment systems administered by the County are dependent upon meeting administrative and program requirements and the contractor's ability to submit complete, accurate, and timely reports as required by the County. One system is based on payments for anticipated costs another on reimbursement for reported expenditures.

The anticipated costs payment system is available, at the option of the County, only to contractors who submit requests based on good faith projections of cash needs and complete, accurate, and timely expenditure and activity reports. Anticipated costs payment under this contract is not a right, and must be approved in writing by the County.

Anticipated costs requests shall be submitted monthly by the contractor, processed by the County, and reconciled against actual expenditures in accordance with procedures developed by the County in compliance with HUD regulations.

The reimbursement payment system pays the contractor only after all required expenditure reports are received by the County. A contractor who submits late reports shall be paid under the reimbursement system. A contractor on the anticipated costs payment system that submits late expenditure reports shall automatically be transferred to the reimbursement payment system. If required expenditure reports are submitted on time for two consecutive months, the contractor may submit a written request to be paid based on the anticipated cost system.

A contractor that uses anticipated costs money to support activities not allowable under this contract shall be transferred to the reimbursement system for the remainder of the contract period. The County shall notify the contractor of such transfer in writing. The notification letter shall be placed in the contract file and become part of the contract

Expenditure Reports and Requests for Reimbursement shall be mailed to the Lewis County, 360 NW North Street, Chehalis, WA 98532-1900. A list of required reports and their due dates are included in the Scope of Work, Exhibit A. Reporting Exhibit C,

SECTION 13. WRITTEN POLICIES AND PROCEDURES

Written policies and procedures consistent with federal and state regulations, as applicable, shall be developed and available for review. Such policies and procedures shall include, but not be limited to:

- (a) Personnel;
- (b) Job Descriptions;
- (c) Organizational Chart;
- (d) Travel;
- (e) Fiscal Management;
- (f) SHP Administrative Services Plan (including provisions to cover termination of services to clients for cause, confidentiality, charging of rent and fees).

SECTION 14. RESOLUTION OF CONFLICTING PROVISIONS

In the event of conflicting provisions within this contract the conflict shall be resolved by giving precedence in the following order:

1. The Stewart B. McKinney Homeless Assistance Act of 1987 (Public Law 100-77) the Stewart B. McKinney Homeless Assistance Amendments Act of 1988 (Public Law, 100-628) and Cranston-Gonzales National Affordable Housing Act of 1990 and, the Housing and Community Development Act of 1992 (Public Law 102-550).
The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act of 2009
2. The Department of Housing and Urban Development rules relating to the Supportive Housing Program, 24 CFR Part 578 July 31 2012 or as amended.
3. Applicable state statutes and rules.
4. The additional terms and conditions of this contract, if any.
5. The Specific Terms and Conditions of this contract.
6. The General Terms and Conditions of this contract.

SECTION 15. APPLICABLE LAWS AND REGULATIONS

In performing under this contract, the contractor shall comply with all applicable laws, ordinances, codes, regulations, and policies of local, state, and federal governments, including, but not limited to:

Environmental Protection and Review

HUD's implementing regulations at 24 CFR parts 50 or 58, as appropriate.

Lead Based Paint Poisoning Prevention Act, 24 CFR part 35.

Coastal Barrier Resources Act of 1982.

Preservation of endangered or threatened species, The Endangered Species Act of 1973, as amended, 16 U.S.C.

1531, et. seq.

Coordination between water resource development program and wild life conservation programs, The Fish and Wildlife Coordination Act of 1958, as amended, 16 U.S.C. 661, et. seq.

Flood Plains

Flood Disaster Protection Act of 1973, 42 U.S.C. 4001, et. seq.

National Flood Insurance Program, 44 CFR parts 59-79.

Executive Order 11 988, Flood Plain Management, 42 FR 2695 1, et. seq.

Historic Preservation

National Historic Preservation Act of 1966, 16 U.S.C. 470.

Archeological and Historical Preservation Act of 1966, 16 U.S.C. 469a-1, et. seq.

Executive Order 11593.

Nondiscrimination

Fair Housing Act (42 U. S.C. 3 601-19) and implementing regulations at 24 CFR part I 00.

Section 504 of the Rehabilitation Act of 1973 and implementing regulations at 24 CFR part 8.

General HUD program requirements; waivers 24 CFR part S.

Accessibility requirement of the Fair Housing Act 24 CFR part S.

Executive Order 11063, as amended by Executive Order 12259 and implementing regulations at 24 CFR part 107. Title VI of the Civil Rights Act of 1964 and implementing regulations at 24 CFR part 1.

Age Discrimination Act of 1975 and implementing regulations at 24 CFR part 146.

Other*

Conflict of Interest requirements at 24 CFR part 85.

Use of Debarred, Suspended, or Ineligible Contractors, 24 CFR part 24.

Audits in accordance with 24 CFR part 44 or part 45, as applicable.

Drug Free Workplace Act of 1988, Sections 5151-5160 and HUD's implementing regulations at 24 CFR part 24. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and implementing regulations at 49 CFR part 24.

*Note: The provisions of the Davis-Bacon Act do not apply to this program.
State of Washington

Installation of Asbestos Materials, Chapter 296-62-07517 WAC.

Interlocal Cooperation Act, Chapter 39.39 RCW.

Provisions in Buildings for Aged and Handicapped Persons, Chapter 70.92 RCW.

State Building Code, Chapter 19.27 RCW.

State Coastal Zone Management Program, Department of Ecology.

State Noise Control Act of 1979, Chapter 70.107 RCW.

funded under See General Terms and Conditions for a list of applicable laws and regulations that affect all programs funded by the County

SECTION 16. ENTIRE AGREEMENT

This contract contains the entire and integrated agreement of the parties and may not be modified or amended except as otherwise provided herein. This contract consists of:

The Specific Terms and Conditions,

Exhibit A - Scope of Work,

Exhibit B – Budget,

Exhibit C – Reporting

Exhibit D – Invoices

All of the documents incorporated into the contract by reference, including, but not limited to the General Terms and Conditions.

Exhibit A
Scope of Work

Supportive Housing Program (SHP) Contract
Housing Resource Center of Lewis County

In consideration of Department of Housing and Urban Development, Supportive Housing Program funds awarded, and in accordance with the Lewis County Affordable Housing Network Continuum of Care, the Contractor shall coordinate and provide transitional housing and services to Lewis County homeless families as follows:

- Initiate and follow through on all communications with County staff that involves grant contract, amendments, and compliance areas and provide the county with reports of activities and performance including timesheets for employees.
- Keep a full set of original records onsite showing full compliance with HUD requirements.
- Eligible homeless applicants will be recruited in collaboration with local agencies,
- Selected participants will be assisted to find and lease suitable housing.
- Case management services will be provided at a .7 FTE level. Case management services are services or activities for the arrangement, coordination, and monitoring of services to meet the needs of individuals and families including employment, entitlement assistance, and educational level of the families. Component services and activities may include individual service plan development; counseling; monitoring, developing, securing, and evaluating client progress; and assuring that client's rights are protected.
- Housing coordination will be provided at the .3 FTE level. Housing coordination will include outreach to landlords, assistance in acquisition of necessary household items, and development and delivery of informational workshops for participants on topics such as budgeting, tenant rights and responsibilities, financial planning, and household maintenance, and coordination of rental payments for leased housing.
- Obtain and maintain collaboration with program and service providers in the community to ensure service options for participants in the transitional housing program.
- Perform follow-up interviews.

The following performance measures will be used to evaluate the program:

Goal 1: To help program participants obtain and remain in permanent housing.

For the purposes of this grant, permanent housing is defined as housing with no time limit for occupancy.

70% of the participating households will obtain permanent housing within two years of entering the transitional housing program. Placements will be documented in client files.

60% of the households that leave for permanent housing will still be in permanent housing 6 months after leaving the program. The case manager will conduct follow-up interviews at 6 months and at one year to collect this information for client files and HMIS.

Goal 2: To help program participants increase skills and/or income.

Exhibit A (cont.)

- 100% of participants that are not receiving entitlements when they enter, but are qualified to do so, will access these programs by applying within three months of entering the program. After 6 months in the program, 60% of the eligible households will be receiving some form of benefits. After 9 months in the program, 100% of participants will know how to access social service assistance, including entitlements, independently. Training by case manager will be documented in client files as will any contacts made by clients independently of case manager.

- Of those heads of households who are not employed upon entering the program, 50% will be employed within 6 months of enrollment in the program.

And/or

100% of participants will increase their job readiness and retention skills within six months. Progress will be documented through workshop attendance rosters and in client files.

And/or

100% of participants over the age of 18 who are unemployed and do not hold a high school diploma or equivalent at the time they enter the program, and are capable of obtaining their GED will be enrolled in a GED program by the end of 1 year in the program. 60% of those who are enrolled and who remain in the program will obtain their GED. Enrollment and completion records will be maintained in client files.

Goal 3: To help program participants achieve increased self-determination.

- 100% of participants will set personal as well as program goals within one month of entering the program. Goals will be documented in client files.
- 60% of participants will report positive progress on their personal goals within six months. The case manager's notes on progress toward goals will be maintained in client files and

~~HMIS~~

Exhibit B

Budget

Housing Resource Center Budget for 2016 – 2017

Project No. WAOO91LOTO11508 Performance Period 05/01/2016-04/30/2017

Allocated between budget line items as follows:

Budget:

Rental assistance	\$108,312.00
Supportive Services	\$40,668.00
Administration	\$2594.00

Grand Total	\$151,574.00
--------------------	---------------------

Exhibit C

Reporting

All reporting will be performed on the HUD APR form.

- Quarterly reporting shall be performed on the HUD Annual Progress Report (APR) worksheet.
- Quarterly reports will be submitted by the 20th of the month following the end of the quarter.

The annual report shall be submitted by the 30th of May 2017, following the end of the program year.

- All sections of the APR must be **completed and accurate**.
- Reporting and tracking of clients that were served in the previous contract year will be reported, where appropriate.

All clients and their information shall be entered into HMIS within 10 days of program entry and within 5 days of service rendered.

Non-Compliance may result in disciplinary action as outlined in the body of the contract sections XXVII and XXX.

Exhibit D
Invoices

Invoices and requested back-up documentation shall be submitted to COUNTY by the 6th of each month after the services have been provided. Invoices shall be generated by the CONTRACTOR. Back-up documentation shall include but not be limited to; timesheets, expense receipts, and the leasing spreadsheet.